

CHICAGO AND



TRANSPORTATION COMPANY

12680-14

RECORDATION NO. Filed 142b

DEC 30 1980 -9 30 AM

0-365A021

INTERSTATE COMMERCE

J. S. EDWARDS
DIANE COMMISSION
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

December 29, 1980
File No.: A-11448

No. DEC 30 1980

Date 10.00

Fee \$ 50.00 - 10 = 40

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Consent and Agreement dated December 15, 1980 covering 14 EMD type GP-40 locomotive units, 3,000 HP CNW Nos. 5524 through 5537, inclusive.

The names and addresses of the parties to the transaction are as follows:

Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606, Operator, and Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60693, Bank.

Enclosed is our check for \$50.00 to cover your recording fee. Keep one counterpart for your files and return the other counterparts showing your recordation data.

Very truly yours,

J. S. Edwards
Assistant Secretary

Enclosures

cc: J. A. Barnes
G. R. Charles - C-321
R. D. Smith
F. E. Cunningham, Attn:
R. DeWitt
M. H. Shumate
R. F. Guenther, Attn:
J. James

D. E. Stockham, Attn: P.J. Brod
Arthur Anderson & Co.
Attn: G. Holdren
Peter D. Horne, Vice President
Continental Illinois National
Bank & Trust Company
Cary J. Malkin
Mayer, Brown & Platt

12680-X

RECORDATION NO. Filed 1425

CONSENT AND AGREEMENT DEC 30 1980 -9 30 AM

INTERSTATE COMMERCE COMMISSION

THIS CONSENT AND AGREEMENT (herein sometimes called "this Agreement"), dated as of December 15, 1980, is between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (herein called the "Operator"), having its office at 400 West Madison Street, Chicago, Illinois 60606, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called the "Bank"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693.

W I T N E S S E T H:

WHEREAS, North Western Leasing Company, a Delaware corporation (herein called the "Company"), a wholly-owned subsidiary of the Operator, and the Bank have entered into that certain Security Agreement, dated as of the date hereof (which agreement, together with any amendments which may thereafter be made thereto, is herein called the "Security Agreement"); and

WHEREAS, the Equipment (as therein defined) has identification marks of the Operator; and

WHEREAS, the Bank will not permit the Company to borrow money unless the Operator enters into this Agreement and the Operator has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Operator agrees with the Bank as follows:

1. Unless otherwise defined herein, any term used herein which is defined or defined by reference in the Security Agreement shall have the same meaning herein as such term has therein.

2. The Operator does hereby acknowledge that the railroad cars or locomotives described on Schedule I hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to any such railroad cars or locomotives, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such railroad cars or locomotives (herein collectively called the "Equipment"), and all proceeds (including, without limitation, insurance proceeds) thereof, are subject to the Security Agreement. The

Operator further agrees that the Security Agreement grants a valid first security interest in the Equipment and other Collateral to the Bank.

3. Without limiting the foregoing paragraph 2, the Operator does hereby acknowledge receipt of a copy of the Security Agreement and consents to the terms thereof.

4. The Operator will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Bank all of the Equipment and other Collateral. Without limiting the foregoing, the Operator will cause this Consent and Agreement to be recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act.

5. The Bank shall have at all times the right to enter into and upon any premises of the Operator where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting the Bank's interests therein. The Operator will permit access by the Bank to the books and records of the Operator with respect to the Equipment.

6. This Agreement is not intended to be in contravention or limitation of the intention of the Company and the Operator that the Company shall at all times be and remain the owner of all Equipment.

7. The Operator hereby warrants that: (a) it is a corporation duly organized and validly existing under the laws of the State of Delaware; (b) it is duly qualified and in good standing in every jurisdiction where, because of the nature of its activities or properties, such qualification is required; (c) the execution and delivery of this Agreement and the Financing Agreement (as defined in the Security Agreement) by the Operator, and the performance by the Operator of its obligations hereunder and thereunder, do not and will not require any governmental approvals or consents, and do not and will not contravene or conflict with any provisions of law or of the charter or by-laws of the Operator or of any agreement or court or administrative order or decree binding upon or applicable to the Operator; and (d) this Agreement and the Financing Agreement are legal, valid and binding obligations of the Operator enforceable against the Operator in accordance with their respective terms.

Delivered at Chicago, Illinois, as of the day and year first-above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY


By 
Its SENIOR VICE PRESIDENT
FINANCE & ACCOUNTING

(Corporate Seal)

ATTEST:

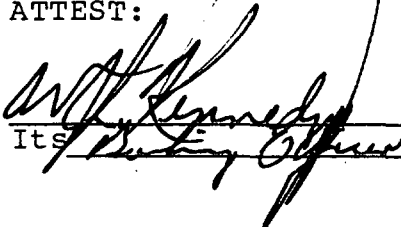

Its Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 
Its Vice President

(Corporate Seal)

ATTEST:


Its Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 29th day of December 1980, before me personally appeared J. M. Bartlett, to me personally known, who being by me duly sworn, says that he is SENIOR VICE PRESIDENT FINANCE & ACCOUNTING of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. J. Boy
Notary Public

My commission expires: May 21, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26th day of December, 1980, before me personally appeared James R. Coulter, to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(SEAL)

Kathryn A. Gernoble
Notary Public

My commission expires:

My Commission Expires December 26th, 1982

SCHEDULE I
TO CONSENT AND AGREEMENT
DESCRIPTION OF EQUIPMENT

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Identification Numbers</u>	
		<u>Old Numbers and Marks</u>	<u>New Numbers and Marks</u>
General Motors Corporation (Electro Motive Division) Model GP-40 3000 HP Diesel Electric Locomotives	14	CR 3035 CR 3036 CR 3037 CR 3038 CR 3039 CR 3040 CR 3041 CR 3042 CR 3044 CR 3045 CR 3046 CR 3047 CR 3048 CR 3049	CNW 5524 CNW 5525 CNW 5526 CNW 5527 CNW 5528 CNW 5529 CNW 5530 CNW 5531 CNW 5532 CNW 5533 CNW 5534 CNW 5535 CNW 5536 CNW 5537